

Giese to Malcolm

Satisfied
Pg 410 BK M

This Indenture made this sixteenth day of September 1912 by and between John Giese and Amelia T. Giese his wife of Skamania County Washington, parties of the first part and P.S. Malcolm of Multnomah County State of Oregon, party of the second part witnesseth:

That whereas the said party of the second part has loaned to the parties of the first part the full sum of five hundred dollars which sum the said party of the first part agrees to repay two years after date and to pay interest thereon quarterly at the rate of 8 per cent per annum from this date until paid, and also to pay all taxes and assessments which may be levied to or against the said party of the second part or assigns on account of said loan. All according to the terms of a certain promissory note given therefore of which the following is a copy:

\$500.00

Portland, Oregon Sept. 16th 1912

Two years after date without grace I promise to pay to the order of P.S. Malcolm at First National Bank Portland Oregon five hundred dollars in gold coin of the United States of the present standard value with interest thereon in like gold coin at the rate of 8 per cent per annum from date until paid for value received. Interest to be paid quarterly and if not so paid the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. And in case suit or action is instituted to collect this note or any portion thereof we promise to pay in addition to the costs and charges provided by law in such suit such additional sum as the court may adjudge reasonable for attorneys fees to be allowed in said suit or action.

Signed John Giese

Signed Amelia T. Giese

Now therefore in consideration of said loan and for the purpose of securing the payment of the said several sums of money named in said note and the faithful performance of all the covenants herein contained, the parties of the first part do hereby grant bargain sell and convey unto the said party of the second part his heirs and assigns forever all that certain real estate situated in Skamania County Washington and described as follows to-wit:

The Northwest quarter of the Southeast quarter of Section seven (7) in Township one (1) North of Range five (5) East of Willamette Meridian containing 40 acres more or less. Together with the tenements hereditaments and appurtenances thereunto belonging to have and to hold unto the said party of the second part his heirs and assigns forever. But as a mortgage to secure the payment of several sums of money specified in said note before mentioned and the performance of the covenants and conditions therein contained. And the said parties of the first part covenant that said John Giese and Amelia T. Giese are the owners in fee simple of said premises. That it is free from all incumbrances and that they will pay all of said sums of money, the principal and interest specified in said note at the times therein designated and all of the taxes and assessments which may be levied or assessed against the party of the second part on account of said note and mortgage and all taxes and assessments which may be lawfully levied upon or against said land when the same become due and payable and not later than 10 days before the same become delinquent. And the said parties of the first part will keep the buildings erected and to be erected on said land above described insured against fire in the sum of four hundred dollars in a company or companies to be designated by the mortgagee, the policy or policies to be delivered and the loss if any made payable to such mortgagee. And it is specially agreed and provided that if said mortgagors shall fail or neglect to insure said buildings or shall fail to pay said assessments or taxes above provided the mortgagee may effect such insurance and pay such taxes and the premium or premiums paid for such insurance and the taxes so paid the parties of the first part agrees to repay and the said sums of money shall at once become due and bear interest at the rate of 10 per cent per annum until paid. And the same shall be paid at the same time and with the first installment of interest which shall become due thereafter and shall be a part of the debt secured